

## ALSTON & BIRD

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VIA EMAIL

Andrew M. Beal, Heq. Buckley Beal 600 Peachtree Street, N.B. Suite 3900, Atlanta, GA 30308

Dear Drew:

I hope you and your family remain safe and well in these pandemic days.

The settlement agreement between our respective clients provides that LLW PC shall pay to WGW a portion of its fees samed in three settled cases (

) and two other pending cases (

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The fee splits for these cases require client consent in order to comply with Georgia Rule of Professional Conduct 1.5(e). LLW PC has therefore requested that each of the clients in question provide their consent to the fee splits. The clients in the and cases have consented, but we have just learned that the client in the cases has declined to consent and indicated he will only approve payment of a quantum meruit fee to WGW. Accordingly, please provide LLW PC with documentation of the services rendered by WGW in the cases (including contemporaneous time records) and a proposed fee based on the total hours worked so that it may be presented to for his review and approval. Or if you prefer, you may send the information to Todd McMurtry, who also represents and has been the primary point of contact on this issue.

Without client consent, the fee splits pertaining to the cases in the settlement agreement are void. The other provisions of the agreement remain valid, however, and LLW PC intends to honor them and expects for WGW to do the same. Accordingly, LLW PC plans to pay WGW the agreed-upon portion of its fees for the cases, which together total WGW agreed in the settlement agreement to pay LLW PC \$285,000.00 in full satisfaction of their obligations under the lease agreement

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## Andrew M. Beal, Esq.

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with PR II Regions Plaza, LLC. When the owed by LLW PC for the and cases is deducted from the \$285,000.00 owed by WGW for the lease, there remains a balance due to LLW PC of approves a quantum meruit fee to WGW for all cases, LLW PC will pay that amount to WGW after first deducting the that WGW owes to LLW PC.

If you have questions, please feel free to contact me.

Sincerely yours,

/s/ Christopher (C. Marquardt

Christopher C. Marquardt

CCM;jh

cc: Joey Burby

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